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**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
ASSISTED ACQUISITION SERVICES DIVISION  
SOUTHEAST SUNBELT REGION**

**PERFORMANCE WORK STATEMENT (PWS)**

**UNITED STATES CENTRAL COMMAND (CENTCOM)  
OPERATIONS DIRECTORATE (CCJ3)  
OPERATIONAL ENTERPRISE SERVICES (OES II)**

**TASK ORDER NUMBER: ID04200116  
AWARD PIID: 47QFSA21F0114**

**DATE: 17 AUG 2021**

**1.0 Introduction:** Work is to be accomplished for United States Central Command (USCENTCOM), Operations Directorate (CCJ3), herein referred to as Client.

**1.1 Points of Contact:**

GSA Customer Account Manager (CAM):

Name: Amy Venckus

Address: 77 Forsyth Street SW

City, State, Zip: Atlanta, GA 30303

Phone: (b) (6)

E-mail: amy.venckus@gsa.gov

GSA Senior Contracting Officer (SCO):

Name: Jonathan Rinkinen

Address: 77 Forsyth Street SW

City, State, Zip: Atlanta, GA 30303

Phone: (b) (6)

E-mail: jonathan.rinkinen@gsa.gov

Contracting Officer Representative (COR):

Name: (b) (6)

Address: 7115 South Boundary Blvd

City, State, Zip: MacDill AFB, FL 33621

Phone: (b) (6)

E-mail: (b) (6)

Alternate Contracting Officer Representative (ACOR):

Name: (b) (6)

Address: 7115 South Boundary Blvd

City, State, Zip: MacDill AFB, FL 33621

E-mail: (b) (6)

**2.0 Description of Services:** The Contractor shall:

- Provide overall Operational Enterprise Services (OES) support in the areas of current and future requirements for operational planning, collaboration, Command & Control (C2), and combined force operations execution with coalition forces.
- Provide subject matter expertise (SME) in the before mentioned areas in addition to providing support in regard to OES related systems, applications and further requirements as necessary.

**2.1 Background:** OES II will maintain the base requirements as OES I but with several added enhancements. Enhancements refer to maintaining a more versatile workforce:

- every team member will be a SharePoint specialist at the hiring stage or trained once hired. Offeror shall account for training in quoted labor rates, this shall not be separately reimbursed.
- team will be cross trained to the extent that they could support for a short duration, other sections during a surge or contingency situation. However, it is not expected that a GCCS watch stander to be able to cover a C-UAS meeting; that employee may be able to support administratively in a surge situation.
- GCCS watch standers will provide C2 planner support in addition to standing their shifts. On this current contract they only provide shift work support.

**2.2 Scope of Work:** This Performance Work Statement (PWS) establishes the requirements for Contractor-provided solutions in support of OES. The contractor shall provide all personnel, supervision, and other services necessary to perform the work as defined in this PWS in support of the USCENTCOM CCJ3 and the Command and Control Division (CCJ3/C). Provide SME's in the execution of command and control (C2), Information Sharing Collaboration and Innovation (ISCI) for the U.S, coalition partners and partners nations, Information management (IM), Knowledge management (KM), Global Command and Control System (GCCS) family of systems, coalition and partner interoperability/security cooperation, missile defense and counter unmanned aircraft systems planning and associated systems/ applications, and Global Broadcast Service/ Digital Video Broadcast-Return Channel Satellite . This scope of work covers unclassified and classified requirements.

**2.3 Task Order Type:** The resulting task order will be Firm Fixed Price (FFP) contract type with FFP Labor and cost reimbursable Other Direct Costs (ODCs) which includes travel, surge support, supplies, materials, hazardous duty pay, and Defense Base Act (DBA) insurance.

**2.4 Period of Performance:**

Base Period:	09/01/2021 - 08/31/2022
Option Period One:	09/01/2022 - 08/31/2023
Option Period Two:	09/01/2023 - 08/31/2024

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Option Period Three: 09/01/2024 - 08/31/2025  
Option Period Four: 09/01/2025 - 08/31/2026  
Option Six-Month Extension: 09/01/2026 - 02/28/2027

The availability to extend the task order for six months is also included utilizing FAR 52.217-8 Option to Extend Services clause.

**3.0 Overview of Tasking:** The USCENTCOM OES Contract is equipped to provide the Commander, USCENTCOM scalable capability to address a full spectrum of contingencies within the USCENTCOM Area of Responsibility (AOR).

The Contractor will assign personnel who provide the prescribed support services to various functional areas within Headquarters USCENTCOM MacDill AFB, FL as well as temporary duty (TDY) support to various locations to include USCENTCOM Forward Headquarters, Qatar. TDY travel to Iraq and/or Afghanistan or any area designated as a combat zone is not authorized on this task order. The contractor shall establish and execute the prescribed support services for USCENTCOM HQ, Operations Directorate, and Area of Responsibility (AOR). Some contractors on this task order may be deemed mission essential and will be expected to provide support during contingency and emergency operations.

The Contractor will assign personnel who handle and safeguard classified or sensitive information in an appropriate manner to preclude unauthorized disclosure or compromise; possess excellent writing skills for routine correspondence; are able to develop briefings, white papers, technical evaluations, policy and guidance documents; are able to professionally speak and brief at large conferences and working groups; skilled in using all office automation tools, e.g., computers, and techniques to support office operations using programs like Microsoft® Office Suite, including: Word, Excel, PowerPoint, Outlook, SharePoint and Project.

**3.1 Information Management (IM):** The role of IM is to provide a timely flow of relevant information that supports all aspects of planning, decision making, and execution, to include all activities involved in identifying, collecting, filtering, fusing, processing, focusing, disseminating, sharing and using information. IMOs assemble information that promotes a shared understanding (KM) of the information environment and enable an organization to better formulate and analyze COAs, make decisions, execute those decisions, and understand results from previous decisions. IM uses established procedures and information systems to collect, process, store, protect, display, disseminate, share, and dispose of information. All organization require a continuous flow of quality information to support operations and IM flow process are developed to ensure this quality information gets to the right place on time and in a form that is quickly usable by its intended recipients. The Contractor shall provide on-site SME assets to support the HQ IM program in executing this mission in the areas of strategy and policy, operations, and engineering/technical to ensure full operational capability of the existing IM organization and supporting nodes to include:

- Holistic IM Strategy, Policy, and proliferation support that includes direct liaison to the Deputy IMO

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- Systems administration and development to support information management, knowledge management, SharePoint, MS SQL, Information exchange requirements and web services.
- Systems engineering support for applicable coalition connection requests (CCR) and coalition Information operations systems requirements process.
- Provide information sharing strategies and policies for systems such as CENTCOM Partner Network (CPN), Mission Partner Environment (MPE), and Joint Information Environment (JIE) and Command and Control in the Information Environment (C2IE)
- Development and establishment of near real time information/intelligence products in support of ongoing operations for situational awareness
- Provides direct IM Advisory and expertise to Director of Operations and Deputy IMO and the IM contracting team
- Provides 24/7/365 support for Joint Operations Center (JOC) IM/KM functions. Two-person integrity in the execution of this task is required.
- Provides 24/7/365 transfer and disseminations of data and information products across the myriad of network domains within and outside of the USCENCOM AOR. Two-person integrity in the execution of this task is required.
- Provide a web development element that supports all exercise and operational development requirements.
- Provide Global Broadcast Service / Digital Video Broadcast – Return Channel Satellite functional management in support of the Theater Information Management Cell (TIM).

### **3.1.1 IM Advisor:**

3.1.1.1 Provides direct IM guidance and expertise to Director of Operations and Deputy IMO.

3.1.1.2 Acts as liaison between USCENCOM and relevant IM stakeholders within and outside of the HQs.

3.1.1.3 Manages the day-to-day operations of the USCENCOM Information Management section, to include schedule, forming the backbone of the U.S. national contribution to coalition operations within the USCENCOM Area of Operations

3.1.1.4 Manages CCJ3 Information Exchange Requirements (IERs) in coordination with the Government.

3.1.1.5 Overarching point of contact for information management issues specific to USCENCOM and Components.

3.1.1.6 Executes and solves all relevant IM policy and strategy tasks/issues as required.

### **3.1.2 IM Operations Lead:**

3.1.2.1 Ensures the effective execution of the Joint Operations Center (JOC) and disseminations IM functions. Facilitates the most efficient two-way flow between coalition information exchange systems and U.S. only networks in support all exercises and operations within the USCENTCOM Area of Operation.

3.1.2.2 Ensures command content management strategies and policies are in line with DoD policies and standards.

3.1.2.3 Identifies present and future IM user requirements for products, tools, applications, and resources; analyzes and assesses IM tools/services with respect to their possible introduction into the IM environment. Facilitates command-wide IM training.

3.1.2.4 Executes and solves all IM operational relevant tasks/issues as required.

### **3.1.3 IM Data Analysis:**

3.1.3.1 Responsible for the two-way data flow between coalition/partner information exchange systems and U.S. networks in support of all exercises and operations in the USCENTCOM Area of Operation.

3.1.3.2 Serves as the principal advisor to USCENTCOM operators and analyst regarding day-to-day information and dissemination management operations.

3.1.3.3 Provides accurate and timely dissemination of critical information across multiple networks and classification levels. 24/7/365 coverage couple with two-person integrity required. Must be proficient in SharePoint and versed in JOC operations.

3.1.3.4 Performs data mining and data aggregation functions in support IM operational initiatives that aim to improve information discovery, delivery, and exploitation in support of improved decision making.

3.1.3.5 Executes and solves all IM relevant tasks/issues as required.

### **3.1.4 Web Development/Programming:**

3.1.4.1 Assist in the design, development and maintenance of the enterprise web architecture and applications using Adobe ColdFusion, Microsoft SQL Server Database, or other related languages. Security+ certification is a desired.

3.1.4.2 Provides web expertise to U.S. and Coalition Networks enabling/enhancing information sharing to both directly supporting exercises and operations in the USCENTCOM Area of Operations.

3.1.4.3 Responsible for the administration, maintenance, and enhancement of the Combined File Transfer Service, Information Exchange Requirements tool and any other IM tool borne from operational requirements.

3.1.4.4 Provide SharePoint development and site content manager skills and other related requirements. In addition, the web element must be versed in Scaled Agile Framework (SAF) principles.

3.1.4.5 Executes and solves all relevant IM web related tasks/issues as required.

**3.2 SharePoint Management** – The primary purpose of the requirement is to assist CCJ3 in developing and executing plans for the management and dissemination of pertinent, quality information for HQ USCENTCOM and its Component commands. Supports CCJ3 and CCJ6 efforts to improve USCENTCOM IM/KM practices and implement knowledge management, as required. The following knowledge, skills, and /or experience are required: problem solving skills with the ability to provide primary problem diagnosis and coordinate resolution; ability to translate complex technical issues into everyday language; knowledge of TCP/IP design; strong knowledge of communications networking; experience and working knowledge of VOIP, Collaboration tools, LAN environments, automation and telecommunications; outstanding technical troubleshooting skills and ability to deal with people. Preferred Skills: Familiarity with DOD regulations pertaining to IM/KM, Information Technology and SharePoint practices; knowledge of Joint operations and Joint C2 systems; operational, working knowledge of Command and Control (C2) systems utilized by Joint Commands and experience with military deployments, exercises, and preparations; and Joint Operations Center experience.

3.2.1 Works with customers to develop process improvements; process charts and diagrams; IM requirements; and specifications to support project design and management.

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3.2.2 Coordinates with customers to document information exchange processes and improve capability where feasible.

3.2.3 Establishes and maintains standardized procedures for tagging and filing information to facilitate rapid, reliable storage and recall of critical data (key words, filing taxonomy, and relevancy tags).

3.2.4 Manages the SharePoint pages for the Operations Directorate regarding template design, content management, revisions, and other associated tasks.

3.2.5 Provides direct SharePoint expertise in support of USCENTCOM related operations and exercises.

3.2.6 Ensures proper incorporation of information exchange requirements of critical data supporting USCENTCOM deliberate planning documents (OPLANS, CONPLANS, etc.).

3.2.7 Supports CCJ3 (Command IMO) requirements from the Knowledge/Information Management Working Group (KIMWG) and CENTCOM Information Environment Board (CIEB).

3.2.8 Liaises with other USCENTCOM directorates to support J6 implementation of SharePoint Portal within CCJ3.

3.2.9 Conducts liaison on IM/KM issues with supporting organizations, departments, and agencies on behalf of the CCJ3.

### **3.3 Joint Automated Deep Operations Coordination System (JADOCS) System Administration:**

3.3.1 Provide direct onsite JADOCS technical and operational knowledge in support of the CENTCOM Dynamic/Time Sensitive targeting mission either on site or by voice communications to HQ USCENTCOM, its components and other COCOMs as needed.

3.3.2 Develop software and architecture configurations that support information flow and data sharing between commands and tactical units. Document these architectures for command configuration management.

3.3.3 Manage JADOCS Operations and Sustainment program in HQ USCENTCOM.

3.3.4 Research and present findings to USCENTCOM HQ tasking that involve JADOCS and other system interfaces as it relates to improvement of

mission accomplishment. (Ex. JADOCS –Target Package Generator interface to improve the TST targeting mission.) 1.3.7.5

3.3.5 Coordinate with USCENTCOM HQ Leadership, Comptrollers, and Contracting officials and provide inputs, present cost estimates, and monitor JADOCS related funding requirements and expenditures as required.

3.3.6 Provide operational oversight and training of the Field Service Representatives (FSRs) that provide support to USCENTCOM and units operating in the AOR.

### **3.4 Joint Operations Center Support:**

3.4.1 Provide 24/7/365 Information Management Cell with the primary purpose of assisting CCJ3 in the areas of planning, execution, management and dissemination and delivery of relevant information to enhance decision making.

#### **Key functions:**

- Assist the JOC in improving and managing procedures necessary to distribute, disseminate and store pertinent, quality information, effectively and efficiently.
- Codify key CCJ3 standard operating procedures (SOPs), job-specific knowledge and skills needed in the JOC, and general knowledge required in each of the CCJ3 subordinate divisions.
- Update current CCJ3 indoctrination training, teaching new JOC personnel how to use C2 and intelligence applications in the execution of their respective duties.
- Serve as hub for the creation, release, and management of operational messaging via AMHS.
- Perform the responsibilities and duties of JOC RFI manager
- Provide administrative support in the execution of command level JOC production (i.e., briefs (ppt), spreadsheets (excel), information papers, talking points etc.).
- Provide information sharing subject matter expertise in current and future operations plans and operations
- Design and maintain JOC and CCJ3 SharePoint portals
- TS SCI is required.
- Must be versed in the IM data analysis function related to disseminations and transfers, Reliable Human Review (RHR), and Data Transfer Officer (DTO) responsibilities IAW USCENTCOM policies and directives.
- Provide other relevant operations support as required



**3.5 Global Command and Control System (GCCS)** – The Global Command and Control System (GCCS) provides secure, interoperable and timely Joint Command and Control (C2) capability for decision superiority to the National Command Authority (NCA), Combatant Commanders, and Joint Task Force (JTF) Commanders. GCCS-J enhances the operational commanders' situational awareness and track management with a standard set of integrated, linked tools, and services that maximize commonality and interoperability across the tactical, theater, and national communities. GCCS-J operates outside of the service-specific implementations and is interoperable with other DoD C2 systems, accessible over the network, and/or can be transported and utilized by mobile tactical units providing mission critical/mission sensitive cross domain services to ensure the integrity of U.S. and allied data between different security domains. This effort also requires C2 policy and planner support in regards to secure early warning, radiant mercury, OPTASK COP and other GGCS-J interrelated areas. Specific functions:

- Provide a 24/7/365 GCCS-J posture at HQ USCENTCOM
- Provide technical and functional support, on a limited basis, at approved sites supporting Overseas Contingency Operations in the USCENTCOM AOR, USCENTCOM Headquarters and the Southeast Regional Service Center (SERSC) at MacDill AFB, FL. If temporarily deployed to an approved location, this support will include provision of living quarters, transportation, personnel protection, and associated infrastructure issues as required by site environments to be provided by and at the expense of the Government.
- Provide GGCS-J training upon request and within scope, to replacement forces prior to deployment from U.S. or coalition sites as coordinated with USCENTCOM.
- Provide mobile training and technical support for U.S., Coalition IAW US State Department export license requirements.
- Provide other relevant operations and policy support as required

### **3.6 Theater Air Missile Defense**

#### **3.6.1 Planning**

3.6.1.1 Provide SME support to operations and exercises comprising national, service and ally assets performing USCENTCOM Theater and global missile defense missions. This support requires 24/7 and/or surge support on an occasional basis.

3.6.1.2 Applies operational experience to develop, analyze and evaluate detailed plans, goals, and objectives for USCENTCOM Integrated Air and Missile Defense (IAMD) and Ballistic Missile Defense (BMD) plans.

3.6.1.3 Conduct contingency and steady state planning to support CONPLAN/OPLANs leveraging partner technology and emerging US technology based on threats. Conduct additional related IAMD/BMD planning tasks in support of current and future operations.

### **3.6.2 Counter Unmanned Aerial Systems**

3.6.2.1 Serves as USCENTCOM lead/focal point for Counter Unmanned Aerial Systems (C-UAS) strategy, policy, governance, and issues.

3.6.2.2 Identifies and integrates new C-UAS capabilities to meet USCENTCOM requirements/shortfalls.

3.6.2.3 Facilitates working groups and engagements across the C-UAS community to further USCENTCOM C-UAS goals. Conducts additional related C-UAS related tasks as required.

### **3.6.3 Security Cooperation Engagement**

3.6.3.1 Facilitate the Air and Missile Defense working group with regional partner nations to in support of the USCENTCOM Theater Campaign Plan (TCP).

3.6.3.2 Provide support in the coordination, planning, execution, and scheduling of C2 Interoperability Working Groups and Interoperability Boards held CONUS and OCONUS.

3.6.3.3 Provide security interoperability, regional integration, partner engagement, and security cooperation expertise for all USCENTCOM in relevant Operations Plans, Contingency Plans, Theater campaign Plans and Country Security Cooperation Plans

3.6.3.4 Provide support to all relevant Security Cooperation and C2 Interoperability tasks.

## **3.7 Information Sharing**

### **3.7.1 Information Sharing Strategist**

3.7.1.1 Ensures information (unclassified/classified) is shared with authorized DoD personnel, mission partners and coalition members to the maximum extent allowed by law, DoD policy, and mission requirements, throughout the information life cycle.

3.7.1.2 Serves as the HQs focal point for unclassified information sharing policy and strategy with US, partner, and coalition forces. Provides support in the administration of the UIS working group.

3.7.1.3 Provides subject matter expertise in the coalition interoperability process when relevant in addition to provide objective analysis and proposal of new information sharing tools, technology, and processes.

3.7.1.4 Serves as the CCJ3 lead for the information sharing aspects of JIE, MPE, CPN, CPN-X, US BICES, US BICES-X, CX-SWA, and other related networks in support of steady state and contingency operations.

3.7.1.5 Serves as the CCJ3 focal point for information sharing policy and strategy to include all relevant aspects of coalition interoperability at HQ USCENCOM

### **3.8 Program Management**

#### **3.8.1 Program Manager / Task Lead**

3.8.1.1 Provides support to the Command and Control division in the daily operations of its four branches. Provides direct oversight of the whole division to include command level correspondence, classified information handling and storage, awards and evaluations process, tasker management, travel management, and priority/ad hoc administrative taskings.

3.8.1.2 Must be very experienced in the use of Microsoft® Office Suite

**4.0 Deliverables:** Delivery schedules, reports, and exhibits will be constructed in Microsoft Word, Excel, Access, Project and delivered to COR in soft copy on an electronic medium meeting USCENCOM system requirements.

<b>PWS Para.</b>	<b>REPORT</b>	<b>DELIVERY</b>
<b>4.1</b>	Monthly Status Report: The contractor shall provide a Monthly Status Report briefly recapping progress on tasks identified in Section 2.2 to achieve the milestones from the approved Program Management Plan, with anticipated completion dates.	10 <sup>th</sup> of each Month, beginning one month after task order award

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<b>4.2</b>	Task order kick-off meeting to discuss the planning issues, task management procedures, and technical requirements.	10 days after task order award
<b>4.3</b>	Program Management Review (PMR): Updates for identified significant issues Acceptance Criteria: The government will approve the contents of each PMR NLT 7 working days after completed. The purpose of the PMR is to review progress and adjust the program if necessary, to ensure the government gets the maximum capability.	Quarterly
<b>4.4</b>	Task Delivery Strategy: Prepare technical document outlining planning issues, task management procedures, and technical requirements to support the task order.	10 <sup>th</sup> of each Month, beginning one month after task order award.
<b>9.3</b>	Contractor will submit a trip report after every TDY.	10 days after returning

Upon receipt of each deliverable, the Government will review and approve. The COR will provide written approval to the Contractor. If a deliverable is unacceptable, the Government will notify the Contractor Program Manager, who shall coordinate with the COR to determine the resubmission time.

**4.1 Monthly Report.** All programmatic information for the work performed under this order shall be submitted to the COR by the 10<sup>th</sup> day of each month. The report shall include the following:

- Narrative description of activity accomplished, to include tasks in process or completed, and functional requirements reported upon
- Issues and resolutions
- Topics or issues identified by the government TTM
- Status of deliverables, as applicable
- Coordination papers, staff studies, presentations, meeting minutes, trip reports, etc., as applicable for completed and ongoing tasks.
- Financial status:
- Budgeted, actual hours by name, cumulative, and remaining dollars
- Estimated costs to completion with summary
- Task / cost variances (for >10% include explanations)
- ODC progress / costs
- Weekly reports are a subset of the Monthly reporting requirement

**4.2 Kick-off Meeting/Post Award Conference:** Within ten (10) days following the contract award, the contractor shall attend a “kick-off” meeting on a date to be jointly determined to review the contract terms and conditions including project transition. The meeting location will be determined after award. The meeting shall include discussion of the goals and objectives of the Government and discuss technical and administrative reporting requirements.

**4.3 Program Management Review (PMR):** Updates for identified significant issues Acceptance Criteria: The government will approve the contents of each PMR NLT seven working days after completed. The purpose of the PMR is to review progress and adjust the program if necessary, to ensure the government gets the maximum capability.

**4.4 Task Delivery Strategy:** Prepare technical document outlining planning issues, task management procedures, and technical requirements to support the task order.

**5.0 Performance Requirements Summary:** The Services Summary identifies the performance objectives and performance thresholds for all critical tasks associated with providing the services outlined in this PWS. This section contains only those items considered most important for mission accomplishment. The performance objectives are those services/tasks required in the PWS. The performance thresholds briefly describe the minimum acceptable levels of service required for each requirement. The thresholds are critical to mission success. The Government expects the Contractor to perform at the acceptable levels throughout the life of the task order.

PWS Para	Performance Objective	Performance Threshold
3.1	Support the HQ IM program in executing this mission in the areas of strategy and policy, operations, and engineering/technical to ensure full operational capability of the existing IM organization and supporting nodes	No more than one error per document, presentation or briefing.
3.2	Assist CCJ3 in developing and executing plans for the management and dissemination of pertinent, quality information for HQ USCENCOM and its Component commands	No more than one error per document, presentation or briefing.
3.3	Provide direct onsite JADOCS technical and operational knowledge in support of the CENTCOM Dynamic/Time Sensitive targeting mission either on site or by voice communications to HQ USCENCOM, its components and other COCOMs as needed.	No more than one error per document, presentation or briefing.



<b>PWS Para</b>	<b>Performance Objective</b>	<b>Performance Threshold</b>
3.4	Provide 24/7/365 Information Management Cell with the primary purpose of assisting CCJ3 in the areas of planning, execution, management and dissemination and delivery of relevant information to enhance decision making.	No more than one error per document, presentation or briefing.
3.5	Provide secure, interoperable and timely Joint Command and Control (C2) capability for decision superiority to the National Command Authority (NCA), Combatant Commanders, and Joint Task Force (JTF) Commanders.	No more than one error per document, presentation or briefing.
3.6	Provide support to operations and exercises comprising national, service and ally assets performing USCENTCOM Theater and global missile defense missions. This support requires 24/7 and/or surge support on an occasional basis.	No more than one error per document, presentation or briefing.
3.7	Ensures information (unclassified/classified) is shared with authorized DoD personnel, mission partners and coalition members to the maximum extent allowed by law, DoD policy, and mission requirements, throughout the information life cycle.	No more than one error per document, presentation or briefing.
3.8	Provides support to the Command and Control division in the daily operations of its four branches.	No more than one error per document, presentation or briefing.

## **6.0 Applicable Technical Orders, Specifications, Regulations, Manuals, and Information Access:**

To carry out the data collection and analysis efforts associated with the preparation of the required deliverables for this PWS, USCENTCOM will make available to the contractor analysts, at a minimum, the following documents or contractor-releasable portions thereof as required:

**6.1** Intelligence databases, analytical insights, and formal and informal products/message traffic relating to terrorism

**6.2** USCENTCOM documents (TEP, transformation planning and documents, TTPs, Joint Publications, Regulations, OPLANs, CONPLANs, Exercise Plans [EXPLANs],

Operations Orders [OPORDs], Exercise Orders [EXORDs], concepts of operation [CONOPS], and standard operating procedures [SOPs], that are pertinent to intelligence operations concerning or affecting USCENTCOM and its subordinate organizations.

**6.3** Bilateral intelligence exchange agreements pertaining to USCENTCOM AOR nations.

**6.4** Documents, regulations, directives, and rules pertaining to disclosure of information to foreign nationals and nations.

**6.5** Pertinent USCENTCOM data concerning current and future strategies and plans pertaining to USCENTCOM activities or capabilities that might affect intelligence operations.

**6.6** Data pertaining to deliberations and decisions of the Military Intelligence Board (MIB), Intelligence Management Board (IMB), Interoperability Senior Steering Group (ISSG), and other bodies and elements internal and external to USCENTCOM that provide guidance or support to the USCENTCOM intelligence operations effort.

**6.7** USCENTCOM specific operational and planning data (e.g., Requests for Forces [RFFs], deployment orders [DEPORDs], OPORDs, fragmentary orders [FRAGORDs], intelligence or communications readiness reporting.), and lessons learned that affect architecture analysis and development and the tasks performed under this PWS, or modifications to this PWS.

**6.8** Additional documents identified during the performance period of this effort may be required. The government will assist the contractor in locating and obtaining the additional documents during this effort.

**6.9** Access to the USCENTCOM staff as appropriate and required to collect data and coordinate products.

**6.10** USCENTCOM staff papers, Memorandums of Agreement (MOAs), and Memorandums of Understanding (MOUs), as appropriate, that affect the Intelligence

## **7.0 Place of Performance**

**7.1 Geographic Locations:** The contractor shall perform the tasks defined in this PWS, at USCENTCOM MacDill AFB, FL.

**7.2 Hours of Operation:** The contractor shall perform during the same normal duty hours as the government under the Flex Tour routine, with core hours from 0900-1500. Contractor employees may report for duty between 0600-0900. These conditions do not apply to the contractors working shifts due to the 24/7/365 requirement. Certain events may require services beyond the normal duty hours. Lunch, whether 30 minutes or one hour, will be taken within the workday. Lunch cannot be taken at the end of the day.

**7.2.1 Surge Support:** Surge support/extended work week (EWW) is expected to be a necessary part of this task order in accordance with Attachment E and a CLIN is funded to support this requirement. When surge support is required and extended hours are authorized on this task, the contractor must obtain authorization from the COR prior to anyone working extended hours. Under no circumstances shall contractor employees exceed the approved extended hour allotment. If additional extended hours are required, the contractor shall request, in writing, through the COR that the task be amended accordingly. No further exception to policy is required.

**7.3 Federal Holidays:** The following is a list of U.S. government holidays. If the holiday falls on a Saturday, the preceding Friday is observed as the holiday. If the holiday falls on a Sunday, the following Monday is observed as the holiday. Normal work operations, which fall on a government holiday, shall be performed on the day following an observed holiday.

New Year's Day	(typically observed 1 January*)
Martin Luther King Day	(3rd Monday in January)
President's Day	(3rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(typically observed 4 July*)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veterans Day	(typically observed 11 November*)
Thanksgiving Day	(4th Thursday in November)
Christmas Day	(typically observed 25 December*)

\*Observed the Friday before or the Monday after if holiday falls on a weekend day.

**8.0 Government Furnished Equipment (GFE)/ Information (GFI)/ Property (GFP) and Services:** The Government will make the following available for Contractor use during the period of performance of this PWS, its attachments:

**8.1** Computers with connectivity to the USCENTCOM Sensitive Compartmented Information (SCI) LAN for computers located inside the USCENTCOM SCI Facility (SCIF) and use of software loaded on the USCENTCOM SCI LAN.

**8.2** Access to computers with connectivity to the USCENTCOM Command LAN/CENTRANET (collateral network) and Secret Internet Protocol Network (SIPRNET) located within the USCENTCOM SCIF, or at other appropriate work locations, and use of software loaded on the Command LAN.

**8.3** Authority to load and transfer completed documents on and between USCENTCOM Intelink and Intelink-S systems/file servers via floppy disks/internal ZIP drives/compact disks.



**8.4** Authorization, in accordance with established USCENTCOM security and automation procedures, to use internal ZIP drives, CD-ROM/write drives, and floppy drives installed in/connected to computers for dissemination and transfer of collateral products from workstations connected to the SCI LAN to the Command LAN.

**8.5** USCENTCOM will provide Government-furnished workspace for Contractor personnel at USCENTCOM facilities on MacDill AFB, to accomplish the efforts described in this PWS, its attachments, and future modifications. Additionally, Contractor personnel in Government-furnished spaces will be provided adequate SCI or collateral office space (in accordance with the specifics outlined in attachments to this PWS), furniture, telephones, LAN/WAN connectivity, and services. Government-provided space for contractors will be equal to space provided Government civilians and military personnel of similar rank/equivalency.

**9.0 Travel:** The following pertains to contractors performing work under this PWS:

**9.1** Contractors should expect to travel in accordance with Attachment B: Deviation 00010, Contractor Personnel in the United States Central Command Area of Responsibility (Deviation 2007-00010) (Oct 2007).

**9.2** USCENTCOM will provide Contractor personnel with documentation indicating the Contractors' travel on behalf of the Government; will request overseas commanders to allow contractor's access to overseas Base/Post/Navy Exchanges, Commissaries, and medical facilities; and allow contractor personnel to purchase gasoline coupons, when required, while on Task order-related overseas travel. This documentation is particularly required when Contractor personnel travel in Saudi Arabia, Kuwait, Bahrain, Qatar, the UAE, Oman, Egypt, Jordan, other nations within the USCENTCOM AOR, the United Kingdom, Germany, or other locations as authorized.

**9.3 Travel Arrangements:** Contractor personnel, in coordination with USCENTCOM, shall make necessary arrangements for required visits for data collection, interviews, conference attendance, meeting attendance, seminar attendance, and discussions concerning draft products. The appropriate COR or SME will assist in planning and establishing appropriate points of contact for contractor visits to subordinate or associated organizations. The Contractor visits will include data collection contacts with all appropriate staff elements and offices. Since out-of-area travel often will entail accompanying a USCENTCOM CCJ3 representative, the Contractor will use the same travel scheduling facilities as the Government to effectively schedule travel time to maximize enroute planning and consultation. A trip report, covering the activities of all travelers on the trip shall, be submitted, within 10 working days to the Government. The report shall include the travel purpose, organizations visited, personnel contacted, major findings or points of discussions, and unresolved issues.

**9.4 USCENTCOM-based Local Travel:** All Contractors supporting USCENTCOM will require local travel to the following organizations located on MacDill AFB on occasion:

**9.4.1.** Headquarters, Special Operations Command Central (USSOCCENT)

**9.4.2.** Headquarters, U.S. Special Operations Command (USSOCOM)

**9.4.3.** Headquarters, U.S. Marine Forces Central Command (USMARCENT)

**9.4.5.** Headquarters, USCENTCOM (Buildings 570, Vince Tolbert Center)

**9.4.6.** Buildings 6, 55, 183, and 187, MacDill AFB, Florida

## **9.5 USCENTCOM-based Out-of-Area Travel**

**9.5.1.** Travel is expected to be required to attend conferences, seminars, and meetings, and to conduct required data collection, coordination, and liaison. Contractor cost proposals will be constructed based upon the “target” travel. Due to operational tempo and shifting mission requirements, however, travel ultimately taken may not equate to travel listed for the task. However, so long as funds identified for travel are not exceeded, travel to alternate destinations and different durations may be made without modifications to this PWS, or its attachments.

**9.5.2.** Additional travel, as mutually agreed between the appropriate SME and COR and the Contractor, may be required to complete this task order and to support data collection and product development for the spectrum of products required by tasks under this PWS.

## **9.6 Contractor Deployment or Extended Travel to High – Threat Areas:**

The following guidance pertains to contractors performing work under this PWS and its attachments:

**9.6.1** Deployment Vulnerability: Contractor personnel shall be prepared to travel in support of USCENTCOM to CONUS and OCONUS approved locations and estimated 4 times annually. Duration of time in the AOR should not exceed 45 days cumulative per person. Contractors will not be required to travel to Afghanistan, Iraq, or any other related high threat area.

**9.6.2** Provision of Required Equipment: If contractor personnel are required to deploy with USCENTCOM headquarters elements they will get logistical support in accordance with USCENTCOM policy for the area where they are deployed

## **10.0 Security**

**10.1** Contractor personnel performing work under this PWS, its attachments or modifications to this PWS, must be cleared at the TOP SECRET/SCI level unless specifically approved by the COR. This requires adherence to guidelines for safeguarding Government

provided information, material, and property. Data files and output products will be safeguarded in accordance with appropriate security measures for the classification of data being handled. All USCENTCOM and installation rules and regulations applicable to personal conduct, safety, security, and site entry and exit will be complied with. All Contractors must be U.S. citizens. The Contractor may be required to provide employee background information to comply with task order clearance requirements and building access badges. Interim clearances at the start of work will not be acceptable since the Command and Control has been relocated to a Sensitive Compartmented Information Facility (SCIF). TS/SCI is mandatory.

**10.2** USCENTCOM Special Security Office will provide necessary SCI billets, SCI indoctrination, and SCI access certification for Contractor personnel performing work under this PWS and its attachments.

**10.3** Contractors requiring access to SAP and SPECAT data and activities will be provided the necessary accesses by the appropriate USCENTCOM Control Officer.

**10.4** The Government will provide the necessary Department of Defense (DD) Form 254 attesting to the security requirements of this PWS, its attachments or modifications (additional tasks or levels of effort) to this PWS. The Contractor is responsible for providing employee clearance information to the Contracting Officer Representative and / or local security officer for use in preparing a DD-254 form.

**10.5 Installation Security Requirements:**

Pass and Identification Items: The Contractor shall ensure the following pass and identification items required for task order performance are obtained for employees and non-government owned vehicles requiring access to MacDill AFB to perform task order requirements:

The contractor shall ensure that all vehicles used during this task order are properly registered and comply with base and state safety and insurance requirements.

The contractor shall submit the following to the Contracting Officer for each employee requiring access to MacDill AFB: full name, date of birth, driver's license number, social security number, job title, and dates access is required.

The contractor shall submit and ensure each employee obtains an Air Force Form 75, Visitor/Vehicle Pass (short term) from the visitor's control center at the Dale Mabry Gate prior to being allowed base access.

The contractor must establish and maintain a Visitor/Vehicle Pass tracking system. This list shall be provided to the COR prior to the task order start date and made available during task order performance on request.

Upon termination of any employee the contractor shall return all government identification for that person to the COR no later than one additional duty day. Upon change of employees, an updated listing must be provided to the COR within three duty days.

Upon completion or termination of task order requirements, all base identification, visitor/vehicle passes, and Common Access Cards (CACs), if applicable, must be returned to the Contract Administrator prior to issuance of final payment. Failure to comply with these requirements may result in withholding of final payment.

**11.0 Inspection and Acceptance:** In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected, and the contractor notified of the COR's findings within five workdays of normally scheduled review. If the deliverables are not acceptable, the COR will notify the Contracting Officer (KO) immediately.

**11.1 Unsatisfactory work:** Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be at its' own expense and without additional reimbursement by the government. Unless otherwise negotiated, the contractor shall correct or replace all non-conforming services or deliverables not later than five workdays after notification of non-conformance.

**12.0 Quality Assurance:** The Government will evaluate the contractor's performance of this task order. For those requirements listed in the Performance Matrix, the COR or other designated evaluator will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR or other designated evaluator will require the contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of requirements not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the KO as a result of surveillance will be according to the terms of the task order.

**12.1 Quality Control Program:** The Contractor shall ensure all work will be performed in accordance with the contract requirements, in compliance with the FAR clause 52.246.4 Inspection of Services - Fixed Price. The contractor shall maintain and submit to the Government within 10 days after award, a complete Quality Control Plan (QCP) addressing the inspection system used to ensure the requirements of this contract are met. The contracting officer shall notify the contractor of acceptance or any required modifications. The QCP shall include the following minimum requirements:

- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title of inspectors.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventative actions taken.
- All records of inspections performed shall be retained and made available to the Government upon request throughout the contract performance period, and for the period after contract completion, until final settlement of any claims under this contract.

**13.0 Reimbursable Costs:** The inclusion of reimbursable costs is a direct allocation of costs associated with support of this task order. Supplies, materials, surge support, hazardous duty pay, and Defense Base Act (DBA) insurance (all referred to herein as Other Direct Costs (ODCs) incurred shall be funded and approved in writing by the Government prior to commencement). The Government may modify requirements to increase or decrease task order related reimbursable costs based on need and associated cost. All costs shall be billed based on actual expenditures. The contractor shall report to the Government when 75% of awarded and funded reimbursable cost ceilings have been reached for each ODC cost element listed below:

**13.1 General & Administrative (G&A):** If applicable, the contractor shall identify the G&A cost associated with individual ODCs. The contractor shall maintain calculations of available task order dollars budgeted and reflect G&A and reimbursable ODC line items separately in the monthly financial reports. The application of G&A on ODCs shall be in accordance with a contractor's cost accounting standards and disclosure statements.

**14.0 Contracting Officer's Representative (COR):** The COR will assist the Contracting Officer with the technical aspects of the task order. The COR will aid in providing guidance and clarification and provide the Contractor access to technical data required to perform the individual requirements issued under this order.

**15.0 Personal Services:** GSA will not issue contracts/task orders to provide services prohibited by FAR Part 37.1. The administration and monitoring of the contractor's performance by GSA or the Contracting Officer Representative shall not be as detailed or continual as to constitute supervision of contractor personnel. Government personnel may not perform any supervisory functions for contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the contractor shall adhere to the following guidelines in the performance of the task.

- a. Provide for direct supervision of all contract employees assigned to the task.
- b. Refrain from discussing with the client issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees.
- c. Ensure close communication/coordination with the GSA Customer Account Manager, reporting problems to them as they occur (not waiting for a meeting).
- d. Do not permit Government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government jobs.
- e. Do not assign contractor personnel to work under direct Government supervision.
- f. Maintain a professional distance from Government employees.
- g. Provide contractor employees with badges, if appropriate, identifying them as contractors.
- h. Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- i. Assign a task leader to the order. The task leader or alternate shall be the only one who accepts tasking from the assigned Government point of contact or alternate.

**16.0 Section 508 Compliance:** All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

**17.0 Past Performance Information:** In accordance with FAR 8.406-7, Contractor Performance Evaluation and FAR 42.15, Contractor Performance Information, interim and final past performance information will be submitted through the Contractor Performance Assessment Reporting System (CPARS) for archive in the Past Performance Information Retrieval System (PPIRS). The CPARS process allows the Contractor to view and comment on the Government's evaluation of the Contractor's performance. To that end, Contractors shall register in CPARS at <http://www.cpars.csd.disa.mil/> and the registration shall be completed within 45 days after award. Once the Contractor past performance evaluation is finalized in CPARS, it will be transmitted into PPIRS. Per GSAM 542.1503I, the Contracting Office Director will make the final decision regarding disagreements related to performance evaluations between the KO and the Contractor.

**18.0 Invoice and Payment Information:** The contractor may invoice monthly for services rendered after the acceptance of the Monthly Status Report for each month. The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the contract number in the AAS Business Systems Portal, ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's Data Universal Numbering System (DUNS)

number in the System for Award Management ([www.sam.gov](http://www.sam.gov)) information will result in rejected payments.

- a. Company Name – Legal Business Name and Doing Business As (DBA) Name
- b. Mailing Address – Contact and Address Information
- c. Remittance Address – Remit To Address Information
- d. Employer's Identification Number – Federal Tax ID
- e. DUNS (Data Universal Numbering System)

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

**18.1 Invoice Requirements:** The contractor may submit a draft or advance copy of an invoice to the GSA CS for review prior to its submission to GSA. The contractor shall provide the following information on each invoice submitted:

- a. Invoice Number – do not use any special characters.
- b. ACT (GSA financial tracking number) Number
- c. GSA Delivery Order Number
- d. Contract Number
- e. Point of Contact and Phone Number
- f. Remittance Address
- g. Delivery date or Period of Performance for the billing period
- h. Charges, identified by deliverable or line item(s), with a narrative description of the service performed or items delivered. Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out.
- i. Prompt Payment Discount, if offered
- j. Total Invoice Amount

**18.2 Invoice Submittal:** The invoice shall be submitted to GSA ASSIST (ITSS) and the Central Invoice System (CIS) web-based Order Processing System (<https://portal.fas.gsa.gov/>). The COR and the GSA Customer Account Manager or Contract Specialist must approve each invoice in CIS prior to payment.

**18.3 Vendor Information:** The vendor information must satisfy an exact match between GSA ASSIST (ITSS) and System for Award Management (SAM) for the invoice to be successfully processed for payment.

**18.4 Revised Invoice:** If the contractor submits a revised invoice, the revised invoice shall include:

- a. A unique invoice number,
- b. A brief explanation of the reason for a revised invoice, and
- c. A cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication.

**18.5 Supporting Documentation:** Receipts, travel vouchers, etc. to support charges for other than employee labor hours shall be completed in accordance with applicable Government regulations and other terms of the contract and shall be attached to the applicable invoice. The contractor shall maintain originals and make them available to the Government upon request. The contractor shall provide copies upon request.

**19.0 Final Invoice/Task Order Closeout:** Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed. The contractor shall submit a final invoice and a completed and signed Release of Claims (GSA Form 1142, or equivalent) to the Contracting Officer, within forty-five (45) calendar days after the end of the performance period. After the final invoice has been paid, the contractor will receive a unilateral modification for delivery order closeout.

**20.0 Attachments:**

- Attachment A – Applicable FAR and DFAR Clauses & Provisions by Reference and in Full as Required
- Attachment B – Deviation 00010, Contractor Personnel in the United States Central Command Area of Responsibility (Deviation 2007-00010) (Oct 2007)
- Attachment C – Organizational Conflict of Interest Statement
- Attachment D – Contractor Non-Disclosure Agreement
- Attachment E – Workload Projections
- Attachment F - Commercial Supplier Agreement Review Memorandum Template



**Attachment A**  
**Applicable FAR Clauses and Provisions**

All applicable contract clauses, provisions, and terms and conditions from the Alliant SB GWAC are hereby incorporated into the delivery order.

<i>FAR 52.202-1</i>	<i>Definitions (Nov 2013)</i>
<i>FAR 52.203-3</i>	<i>Gratuities (Apr 1984)</i>
<i>FAR 52.203-5</i>	<i>Covenant Against Contingent Fees (May 2014)</i>
<i>FAR 52.203-7</i>	<i>Anti-Kickback Procedures (May 2014)</i>
<i>FAR 52.203-8</i>	<i>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)</i>
<i>FAR 52.203-10</i>	<i>Price or Fee Adjustment for Illegal or Improper Activity (May 2014)</i>
<i>FAR 52.203-11</i>	<i>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)</i>
<i>FAR 52.203-12</i>	<i>Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)</i>
<i>FAR 52.204-2</i>	<i>Security Requirements (Aug 1996)</i>
<i>FAR 52.204-4</i>	<i>Printed or Copied Double-Sided on Recycled Paper (May 2011)</i>
<i>FAR 52.204-7</i>	<i>System for Award Management (Jul 2013)</i>
<i>FAR 52.204-9</i>	<i>Personal Identity Verification of Contractor Personnel (Jan 2011)</i>
<i>FAR 52.204-24</i>	<i>Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)</i>

(a) Definitions. As used in this provision--

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that--

It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

FAR 52.204-25      *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)*

(a) Definitions. As used in this clause--

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
  - (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
  - (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.
- (c) Exceptions. This clause does not prohibit contractors from providing--
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

*FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)*

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

- (c)
- (1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
  - (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

*FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)*

*FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)*

*FAR 52.211-5 Materials Requirements (Aug 2000)*

*FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Oct 2015)*

(a) *The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:*

- (1) *52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)*
- (2) *52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).*

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(3) 52.233-4, *Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note))*.

(b) *The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:*

X (1) 52.203-6, *Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402)*.

X (2) 52.203-13, *Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)*.

\_\_\_ (3) 52.203-15, *Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009)*.

X (4) 52.204-10, *Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note)*.

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, *Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C)*.

\_\_\_ (7) 52.204-15, *Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C)*.

X (8) 52.209-6, *Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note)*.

X (9) 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313)*.

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, *Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a)*.

\_\_\_ (ii) *Alternate I (Nov 2011) of 52.219-3*.

\_\_\_ (12) (i) 52.219-4, *Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a)*.

\_\_\_ (ii) *Alternate I (Jan 2011) of 52.219-4*.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, *Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644)*.

\_\_\_ (ii) *Alternate I (Nov 2011)*.

\_\_\_ (iii) *Alternate II (Nov 2011)*.

\_\_\_ (15) (i) 52.219-7, *Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644)*.

\_\_\_ (ii) *Alternate I (Oct 1995) of 52.219-7*.

\_\_\_ (iii) *Alternate II (Mar 2004) of 52.219-7*.

\_\_\_ (16) 52.219-8, *Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3))*.

\_\_\_ (17) (i) 52.219-9, *Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4))*.

\_\_\_ (ii) *Alternate I (Oct 2001) of 52.219-9*.

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- \_\_\_ (iii) *Alternate II (Oct 2001) of 52.219-9.*
- \_\_\_ (iv) *Alternate III (Oct 2015) of 52.219-9.*
- \_\_\_ (18) *52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644I).*
- \_\_\_ (19) *52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).*
- \_\_\_ (20) *52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).*
- \_\_\_ (21) *52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).*
- \_\_\_ (22) *52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).*
- \_\_\_ (23) *52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).*
- \_\_\_ (24) *52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).*
- X (25) *52.222-3, Convict Labor (June 2003) (E.O. 11755).*
- \_\_\_ (26) *52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).*
- X (27) *52.222-21, Prohibition of Segregated Facilities (Apr 2015).*
- X (28) *52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).*
- X (29) *52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).*
- X (30) *52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).*
- X (31) *52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).*
- X (32) *52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).*
- X (33) (i) *52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).*
  - \_\_\_ (ii) *Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).*
- \_\_\_ (34) *52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)*
- \_\_\_ (35) (i) *52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962I(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)*
  - \_\_\_ (ii) *Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)I). (Not applicable to the acquisition of commercially available off-the-shelf items.)*
- \_\_\_ (36) (i) *52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514*
  - \_\_\_ (ii) *Alternate I (Oct 2015) of 52.223-13.*
- \_\_\_ (37) (i) *52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).*
  - \_\_\_ (ii) *Alternate I (Jun 2014) of 52.223-14.*
- \_\_\_ (38) *52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).*

X (39) (i) 52.223-16, *Acquisition of EPEAT® -Registered Personal Computer Products* (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) *Alternate I* (Jun 2014) of 52.223-16.

X (40) 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging while Driving* (Aug 2011) (E.O. 13513).

\_\_\_\_ (41) 52.225-1, *Buy American—Supplies* (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (42) (i) 52.225-3, *Buy American—Free Trade Agreements—Israeli Trade Act* (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) *Alternate I* (May 2014) of 52.225-3.

\_\_\_\_ (iii) *Alternate II* (May 2014) of 52.225-3.

\_\_\_\_ (iv) *Alternate III* (May 2014) of 52.225-3.

\_\_\_\_ (43) 52.225-5, *Trade Agreements* (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (44) 52.225-13, *Restrictions on Certain Foreign Purchases* (Jun 2008) (E.O. 's, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, *Contractors Performing Private Security Functions Outside the United States* (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (46) 52.226-4, *Notice of Disaster or Emergency Area Set-Aside* (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (47) 52.226-5, *Restrictions on Subcontracting Outside Disaster or Emergency Area* (Nov 2007) (42 U.S.C. 5150).

X (48) 52.232-29, *Terms for Financing of Purchases of Commercial Items* (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

X (49) 52.232-30, *Installment Payments for Commercial Items* (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, *Payment by Electronic Funds Transfer— System for Award Management* (Jul 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-34, *Payment by Electronic Funds Transfer—Other Than System for Award Management* (Jul 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, *Payment by Third Party* (May 2014) (31 U.S.C. 3332).

X (53) 52.239-1, *Privacy or Security Safeguards* (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (54) (i) 52.247-64, *Preference for Privately Owned U.S.-Flag Commercial Vessels* (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) *Alternate I* (Apr 2003) of 52.247-64.

*The Contractor shall comply with the FAR clauses in this paragraph I, applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:*

X (1) 52.222-17, *Nondisplacement of Qualified Workers* (May 2014) (E.O. 13495)

X (2) 52.222-41, *Service Contract Labor Standards* (May 2014) (41 U.S.C. chapter 67.).

\_\_\_\_ (3) 52.222-42, *Statement of Equivalent Rates for Federal Hires (May 2014)* (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, *Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014)* (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, *Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (May 2014)* (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, *Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment– Requirements (May 2014)* (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, *Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services–Requirements (May 2014)* (41 U.S.C. chapter 67).

\_\_\_\_ (8) 52.222-55, *Minimum Wages Under Executive Order 13658 (Dec 2014)* (E.O. 13658).

\_\_\_\_ (9) 52.226-6, *Promoting Excess Food Donation to Nonprofit Organizations. (May 2014)* (42 U.S.C. 1792).

\_\_\_\_ (10) 52.237-11, *Accepting and Dispensing of \$1 Coin (Sep 2008)* (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records – Negotiation.*

(1) *The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.*

(2) *The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.*

(3) *As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.*

(1) *Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph I(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—*

(i) 52.203-13, *Contractor Code of Business Ethics and Conduct (Oct 2015)* (41 U.S.C. 3509).

(ii) 52.219-8, *Utilization of Small Business Concerns (Oct 2014)* (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the



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*subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.*

*(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).*

*Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.*

*(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).*

*(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).*

*(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).*

*(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).*

*(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).*

*(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.*

*(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).*

*(xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).*

*\_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).*

*(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67.)*

*(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67)*

*(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).*

*(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).*

*(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).*

*(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph I of FAR clause 52.226-6.*

*(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.*

*(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.*

*(End of Clause)*

*Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph I as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.*

*Alternate II (Oct 2015). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and I(1) for paragraphs (d)(1) and I(1) of the basic clause as follows:*

*(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—*

*(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and*

*(ii) Interview any officer or employee regarding such transactions.*

*I(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—*

*(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and*

*(ii) Those clauses listed in this paragraph I(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—*

*(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).*

*(B) 52.203–15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).*

*I 52.219–8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.*

*(D) 52.222–21, Prohibition of Segregated Facilities (Apr 2015).*

*I 52.222–26, Equal Opportunity (Apr 2015) (E.O. 11246).*

*(F) 52.222–35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).*

*(G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).*

*(H) 52.222–40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.*

*(I) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).*

*(J) \_\_\_\_ (1) 52.222–50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).*

*\_\_\_\_ (2) Alternate I (Mar 2015) of 52.222–50 (22 U.S.C. chapter 78 E.O. 13627).*

*(K) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).*

- (L) 52.222–53, *Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services–Requirements* (May 2014) (41 U.S.C. chapter 67).
- (M) 52.222–54, *Employment Eligibility Verification* (Oct 2015) (Executive Order 12989).
- (N) 52.222–55, *Minimum Wages Under Executive Order 13658* (Dec 2014) (E. O. 13658).
- (O) 52.226–6, *Promoting Excess Food Donation to Nonprofit Organizations*. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph I of FAR clause 52.226–6.
- (P) 52.247–64, *Preference for Privately Owned U.S.-Flag Commercial Vessels* (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

*FAR 52.216-1 Type of Contract (Apr 1984)*

*The Government contemplates award of a firm fixed price contract resulting from this solicitation.*

*(End of Provision)*

*FAR 52.217-8 Option to Extend Services (Nov 1999)*

*The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.*

*(End of clause)*

*FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)*

*(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.*

*(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.*

*I The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.*

*(End of Clause)*

<i>FAR 52.222-54</i>	<i>Employment Eligibility Verification (Oct 2015)</i>
<i>FAR 52.223-6</i>	<i>Drug-Free Workplace (May 2001)</i>
<i>FAR 52.223-10</i>	<i>Waste Reduction Program (May 2011)</i>
<i>FAR 52.224-1</i>	<i>Privacy Act Notification (Apr 1984)</i>
<i>FAR 52.224-2</i>	<i>Privacy Act (Apr 1984)</i>
<i>FAR 52.229-3</i>	<i>Federal, State, and Local Taxes (Feb 2013)</i>

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<i>FAR 52.232-1</i>	<i>Payments (Apr 1984)</i>
<i>FAR 52.232-8</i>	<i>Discounts for Prompt Payment (Feb 2002)</i>
<i>FAR 52.232-11</i>	<i>Extras (Apr 1984)</i>
<i>FAR 52.233-1</i>	<i>Disputes (May 2014)</i>
<i>FAR 52.233-4</i>	<i>Applicable Law for Breach of Contract Claim (Oct 2004)</i>
<i>FAR 52.237-3</i>	<i>Continuity of Services (Jan 1991)</i>
<i>FAR 52.242-15</i>	<i>Stop-Work Order (Aug 1989)</i>
<i>FAR 52.242-17</i>	<i>Government Delay of Work (Apr 1984)</i>
<i>FAR 52.243-1</i>	<i>Changes – Fixed-Price Alternate I (Aug 1987)</i>
<i>FAR 52.245-1</i>	<i>Government Property (Apr 2012)</i>
<i>FAR 52.246-4</i>	<i>Inspection of Services – Fixed Price (Aug 1996)</i>
<i>FAR 52.246-16</i>	<i>Responsibility for Supplies (Apr 1984)</i>
<i>FAR 52.246-25</i>	<i>Limitation of Liability – Services (Feb 1997)</i>
<i>FAR 52.249-2</i>	<i>Termination for Convenience of the Government (Fixed-Price) (Apr 2012)</i>
<i>FAR 52.249-4</i>	<i>Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)</i>
<i>FAR 52.249-8</i>	<i>Default (Fixed-Price Supply and Service) (Apr 1984)</i>
<i>FAR 52.251-1</i>	<i>Government Supply Sources (Apr 2012)</i>

*FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)*

*This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:*

*<http://farsite.hill.af.mil/vffara.htm>*

*(End of Clause)*

### ***Applicable DFAR Clauses and References***

<i>DFARS 252.201-7000</i>	<i>Contracting Officer's Representative (Dec 1991)</i>
<i>DFARS 252.203-7000</i>	<i>Requirements Relating to Compensation of Former DoD Officials (Sep 2011)</i>
<i>DFARS 252.204-7007</i>	<i>Alternate A, Annual Representations and Certifications (Jan 2015)</i>
<i>DFARS 252.204-7009</i>	<i>Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Aug 2015)</i>
<i>DFARS 252.209-7998</i>	<i>Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007) (Mar 2012)</i>
<i>DFARS 252.209-7999</i>	<i>Representation by Corporations Regarding any Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law – Fiscal Year 2013 Appropriations (DEVIATION 2012-O0004) (May 2014)</i>
<i>DFARS 252.215-7007</i>	<i>Notice of Intent to Resolicit (Jun 2012)</i>
<i>DFARS 252.215-7008</i>	<i>Only One Offer (Oct 2013)</i>

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DFARS 252.225-7043      *Antiterrorism Force Protection for Defense Contractors  
Outside the United States (Jun 2015)*  
DFARS 252.227-7020      *Rights in Special Works (Jun 1995)*

DFARS 252.228-7003 *Capture and Detention (Dec 1991)*

(a) *As used in this clause-*

(1) *“Captured person” means any employee of the Contractor who is-*

(i) *Assigned to duty outside the United States for the performance of this contract; and*  
(ii) *Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or*

(iii) *Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either-*

(A) *Engaged in activity directly arising out of and in the course of employment under this contract; or*

(B) *Captured in an area where required to be only in order to perform this contract.*

(2) *A “period of detention” begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person’s death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.*

(3) *“United States” comprises geographically the 50 states and the District of Columbia.*

(4) *“War Hazards Compensation Act” refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.*

(b) *If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person’s dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of-*

(1) *Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or*

(2) *That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.*

*I The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.*

(d) *The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.*

*I The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.*

*(End of clause)*

*DFARS 252.232-7007 Limitation of Government's Obligation (Apr 2014)*

*(a) Contract line item(s) 001 is incrementally funded. For this item, the sum of \$477,604.19 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.*

*(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).*

*I Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."*

*(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.*

*I If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."*

*(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.*

*(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and I of this clause.*

*(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."*

*(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.*

*(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:*

*On execution of contract: \$477,604.19*

*Mod P00001 (Expected Sept 2021): Amount TBD*

*Remaining funding schedule to fully fund the line item is TBD*

*(End of clause)*

*DFARS 252.239-7009 Representation of Use of Cloud Computing (Aug 2015)*

### ***Applicable GSAM Clauses by Reference***

*GSAM 552.203-71 – Restriction on Advertising (Sep 1999)*

*GSAM 552.215-70 – Examination of Records by GSA (Feb 1996)*

*GSAM 552.232-78 – Commercial Supplier Agreements – Unenforceable Clauses (Jul 2015)*

*(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:*

*(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:*

*(i) Applicability. This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).*

*(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.*

*(iii) Law and disputes. This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law*

*expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.*

*(iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.*

*(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).*

*(vi) Additional terms.*

*(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:*

*(1) When included by reference using electronic means, the terms are readily available at referenced locations; and*

*(2) Terms do not materially change government obligations; and*

*(3) Terms do not increase government prices; and*

*(4) Terms do not decrease overall level of service; and*

*(5) Terms do not limit any other Government right addressed elsewhere in this contract.*

*(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.*

*(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.*

*(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.*

*(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1; no payment obligation shall arise on the part of the*



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*ordering activity until the conclusion off the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.*

*(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.*

*(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.*

*(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.*

*(2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.*

*(End of Clause)*

*GSAM 552.252-6 – Authorized Deviations in Clauses (Sep 1999)*

**Attachment B**

**1. Deviation 00010, Contractor Personnel in the United States Central Command Area of Responsibility (Deviation 2007-00010) (Oct 2007)**

(a) Definitions. As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502I of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106.

*I Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

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- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

*I Preliminary personnel requirements.*

- (1) Specific requirements for paragraphs I(2)(i) through I(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.
- (2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:
  - (i) All required security and background checks are complete and acceptable.
  - (ii) All personnel are medically and physically fit and have received all required vaccinations.
  - (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
  - (iv) All personnel have received theater clearance, if required by the Combatant Commander.
  - (v) All personnel have received personal security training. The training must, at a minimum—
    - (A) Cover safety and security issues facing employees overseas;
    - (B) Identify safety and security contingency planning activities; and
    - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
  - (vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—
  - (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may

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potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated web-based Synchronized Pre-deployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

I Who, while afloat, are tracked by the Diary message Reporting System

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(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at

<https://spot.altess.army.mil>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or [SPOT.helpdesk@us.army.mil](mailto:SPOT.helpdesk@us.army.mil). Refer to the SPOT Enterprise Suite Resource Center at

<http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

(6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons.

(1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

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(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The \_\_\_\_\_ [*Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

I In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(n) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in

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accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(p) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require 48 subcontractor personnel to perform in the USCENCOM AOR.

(End of Clause)



**Attachment C**

**ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT**

“Organizational Conflict of Interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. “Person” as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5. Offeror as used in this solicitation section addressing OCI shall include all vendors that the company submitting this proposal has entered into a contractor teaming agreement or prime subcontractor relationship within connection with its proposal submission for this acquisition.

(a) If the Offeror is currently providing support or anticipates providing support to the Government that presents an actual or potential OCI with the requirements for this acquisition; OR If the Offeror is currently performing or anticipates performing any other work for the Government under any proposal for any solicitation relating to the requirements for this contract, then the Offeror shall include in its proposal submission; (1) a statement identifying and describing the actual or potential OCI, and (2) a proposed OCI mitigation plan detailing the Offeror’s recommendation for how the potential OCI may be avoided, neutralized and/or mitigated. If the Government determines an OCI cannot avoided, neutralized, or mitigated, the Offeror may be excluded from consideration for award The Offeror warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(b) It is recognized that the effort to be performed by the contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(c) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of one year after completion of performance on this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(a) The Contractor further agrees that, during the performance of this contract and for a period of one year after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, officers of the company participating in the contract, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this contract.

(b) As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the one year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(d) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract

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and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(e) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(f) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(g) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(h) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(i) The Contractor shall include this requirement in subcontracts of any tier, which involve access to information, or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(j) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

Compliance with this requirement is a material requirement of this contract.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

**Attachment D**

**CONTRACTOR NON-DISCLOSURE AGREEMENT**

This Agreement refers to Contract/Order ID04160015 entered into between the Federal Acquisition Service (FAS), Assisted Acquisition Services Division and \_\_\_\_\_ (Contractor).

As an employee of the aforementioned Contractor, I understand that in connection with my involvement in the support of the above-referenced Contract/Order, I may receive or have access to certain “sensitive information” relating to said Contract/Order, and/or may be called upon to perform services which could have a potential impact on the financial interests of other companies, businesses or corporate entities. I hereby agree that I will not discuss or otherwise disclose (except as may be legally or contractually required) any such “sensitive information” maintained by US Central Command (CENTCOM) Operations Directorate or by others on behalf of CENTCOM, Operations Directorate, to any person, including personnel in my own organization, not authorized to receive such information.

“Sensitive information” includes:

- (a) Information provided to the contractor or the Government that would be competitively useful on current or future related procurements; or
- (b) Is considered source selection information or bid and proposal information as defined in FAR 2.101, and FAR 3.104-4; or
- (c) Contains (1) information about a contractor’s pricing, rates, costs, schedule, or contract performance; or (2) the Government’s analysis of that information; or
- (d) Program information relating to current or estimated budgets, schedules or other financial information relating to the program office; or

I Is properly marked as source selection information or any similar markings.

Should “sensitive information” be provided to me under this Contract/Order, I agree not to discuss or disclose such information with/to any individual not authorized to receive such information. If there is any uncertainty as to whether the disclosed information comprises “sensitive information”, I will request my employer to request a determination in writing from the GSA Contracting Officer as to the need to protect this information from disclosure.

I will promptly notify my employer if, during my participation in the subject Contract/Order, I am assigned any duties that could affect the interests of a company, business or corporate entity in which either I, my spouse or minor children, or any member of my immediate family/household has a personal financial interest. “Financial interest” is defined as

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compensation for employment in the form of wages, salaries, commissions, professional fees, or fees for business referrals, or any financial investments in the business in the form of direct stocks or bond ownership, or partnership interest (excluding non-directed retirement or other mutual fund investments). In the event that, at a later date, I acquire actual knowledge of such an interest or my employer becomes involved in proposing for a solicitation resulting from the work under this Contract/Order, as either an offeror, an advisor to an offeror, or as a subcontractor to an offeror, I will promptly notify my employer. I understand this may disqualify me from any further involvement with this Contract/Order, as agreed upon between GSA and my company.

Among the possible consequences, I understand that violation of any of the above conditions/requirements may result in my immediate disqualification or termination from working on this Contract/Order pending legal and contractual review.

I further understand and agree that all Confidential, Proprietary and/or Sensitive Information shall be retained, disseminated, released, and destroyed in accordance with the requirements of law and applicable Department of Defense or GSA directives, regulations, instructions, policies and guidance.

This Agreement shall be interpreted under and in conformance with the laws of the United States.

I agree to the Terms of this Agreement and certify that I have read and understand the above Agreement. I further certify that the statements made herein are true and correct.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

**Attachment E****Workload Projection**

This projection is the Government's estimated workload based on the requirements in this performance work statement and is not intended to be binding on either party or to be the only possible solution to this requirement. It is based on historical and future needs. This is a performance-based acquisition so offers may vary with respect to the labor categories (skill mix) and labor hours quoted. However, if the offeror deviates significantly from this projection then the offeror's quote shall include a detailed rationale for the deviation. A significant deviation includes labor category other than as listed and or a 20% or greater deviation from the number of hours for any labor category.

<b>PWS Reference</b>	<b>Labor Category</b>	<b>Projected Hours</b>	<b>Estimated Surge Support / EWW per person/per year (If applicable)</b>
3.1 and 3.2	Information Management Advisor	1880	400
3.1 and 3.2	Information Management Operations Lead	1880	400
3.1, 3.2 & 3.4	IM Operations Specialist (24/7 JOC –HQ Support)	20680	400
3.1, 3.2 & 3.4	IM Web Team	5640	800
3.1	IM Global Broadcast Service/Theatre Cell	1880	400
3.5	GCCS-J Specialist (24/7 rotation on JOC)	15040	400
3.5	C2 Policy/Plans/Training Specialist	5640	400
3.3	JADOCS Analyst	3760	200
3.6	Theatre Air and Missile Defense Manager	1880	200
3.6	TAMD Planners	9400	200
3.6.3	Coalition Interoperability Specialist	7520	800
3.7	Information Sharing Strategist	1880	400
3.8	Program Manager/Task Lead	1880	0

The Government considered 1880 hours a typical (40 hour per week) man year with no extended hours.

UNCLASSIFIED

**Attachment F**

Commercial Supplier Agreement Review Memorandum Template

Company Name:

Contract/Task/Delivery Order Number (if applicable):

Offer Number (if applicable):

[Company Name] submitted a Commercial Supplier Agreement (CSA) on [Date] for [software name/product name/service type]. A review of the CSA was completed on [Date]. The following terms and conditions were identified that may conflict with or are incompatible with Federal law or not in the best interest of the Government:

Term/Condition	Conflict with/Incompatibility with Federal law or not in the best interest of the Government	Negotiation Strategy

Signature:

\_\_\_\_\_  
[CS or CO Name] [Date]